

**A RESOLUTION
BY CITY UTILITIES COMMITTEE**

A RESOLUTION TO PROVIDE NOTICE TO THE LESSEE INTERMART BROADCASTING OF GEORGIA AND SUBLESSEE J.W. BROADCASTING, INC. OF THE INTENT OF THE CITY OF ATLANTA TO NOT RENEW THE LAND LEASE AGREEMENT DATED OCTOBER 7, 2004 FOR THE LEASE OF REAL PROPERTY LOCATED AT 2065 LIDDELL DRIVE IN THE CITY OF ATLANTA; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City" or "Lessor") is the owner of the property located at 2065 Liddell Drive in Atlanta ("leased premises"); and

WHEREAS, the City of Atlanta entered into a land lease agreement ("Lease" or "Agreement") with Intermart Broadcasting of Georgia, Inc ("Intermart" or "Lessee") to erect an AM radio antenna and electronics hut on the leased premises as authorized by Resolution 04-R-1220 adopted by the Atlanta City Council ("Council") on July 19, 2004 and approved by the Mayor on July 22, 2004 (herein attached as Exhibit "A"); and

WHEREAS, the Agreement allowed Intermart to erect an AM radio antenna and electronics hut on the leased premises for an initial ten (10) year term commencing on October 7, 2004; and

WHEREAS, Intermart assigned their Lease to J.W. Broadcasting, Inc. (herein attached as Exhibit "B") with the consent and approval of the City in legislation 06-R-1038 approved by Council on May 1, 2006 and approved by the Mayor on May 8, 2006; and

WHEREAS, the Agreement may be automatically renewed for up to two (2) successive five year periods unless terminated by the City upon written notice; and

WHEREAS, pursuant to Section 4 in pertinent part, "Lessor shall provide Lessee with written notice of its election not to renew this Lease not less than sixty (60) days prior to the expiration of the term of this lease including [or] any renewal period which is implemented;" and

WHEREAS, pursuant to Section 4 of the initial Agreement, the City is hereby providing written notice to Lessee and J.W. Broadcasting Inc. or Sublessee in the form of this resolution that **the City will not renew the Lease** for the property located at 2065 Liddell Drive in the city of Atlanta, Georgia.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES as follows:

Section 1.

That the City of Atlanta hereby expresses its intent, and provides written notice to Intermart Broadcasting of Georgia, Inc (Lessee) and J.W. Broadcasting Inc. (Sublessee) that the City will not renew the Lease (as referenced in the attached Exhibit "A" and "B") for the property located at 2065 Liddell Drive in the City of Atlanta, Georgia at the expiration of the initial ten (10) year term.

Section 2.

That all resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

Part II: Legislative White Paper

A. To be completed by Legislative Counsel:

Committee of Purview: City Utilities Committee

Caption: A RESOLUTION
BY CITY UTILITIES COMMITTEE

A RESOLUTION TO PROVIDE NOTICE TO THE LESSEE INTERMART BROADCASTING OF GEORGIA AND SUBLESSEE J.W. BROADCASTING, INC. OF THE INTENT OF THE CITY OF ATLANTA TO NOT RENEW THE LAND LEASE AGREEMENT DATED OCTOBER 7, 2004 FOR THE LEASE OF REAL PROPERTY LOCATED AT 2065 LIDDELL DRIVE IN THE CITY OF ATLANTA; AND FOR OTHER PURPOSES.

Council Meeting Date: August 20, 2007

Requesting Dept.: Watershed Management

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

The purpose of this legislation is to provide written notice to Intermart Broadcasting of Georgia, Inc (Lessee) and J.W. Broadcasting Inc. (Sublessee) that the City will terminate the Lease for the property located at 2065 Liddell Drive in the City of Atlanta, Georgia at the expiration of the initial ten (10) year term.

2. Please provide background information regarding this legislation.

The City of Atlanta entered into a land lease agreement with Intermart to erect an AM radio antenna and electronics hut on the leased in 2004. The Agreement allowed Intermart to erect an AM radio antenna and electronics hut on the leased premises for an initial ten (10) year term commencing on October 7, 2004 which is automatically renewed for up to two (2) successive five year periods unless terminated by the City upon written notice.

3. If Applicable/Known:

- (a) Contract Type (e.g. Professional Services, Construction Agreement, etc): Lease
- (b) Source Selection:
- (c) Bids/Proposals Due:
- (d) Invitations Issued:
- (e) Number of Bids:
- (f) Proposals Received:
- (g) Bidders/Proponents:
- (h) Term of Contract: 10 years with two 5 year renewals

4. Fund Account Center (*Ex. Name and number*): N/A

Fund: _____ Account: _____ Center: _____

5. Source of Funds: *Example: Local Assistance Grant*

6. Fiscal Impact: N/A

7. Method of Cost Recovery:

This Legislative Request Form Was Prepared By: M. Theresa Stewart/Sangeetha Rao

TRANSMITTAL FORM FOR LEGISLATION

EXHIBIT A

STATE OF GEORGIA
COUNTY OF FULTON

LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT ("Lease"), made this 17th day of October, 2004 by and between City of Atlanta, Georgia ("Lessor"), and InterMart Broadcasting of Georgia, Inc. ("Lessee").

WITNESSETH:

WHEREAS, the City of Atlanta is the owner of the property located at 2085 Liddel Drive in Atlanta, Fulton County, Georgia (hereinafter the "Leased Premises"); and

WHEREAS, the City of Atlanta's Watershed Management Department maintains the property at the aforementioned location as excess to its present needs; and

WHEREAS, InterMart Broadcasting of Georgia, Inc. ("InterMart") wishes to execute a Lease to erect an AM Radio Antenna and electronics hut on the Leased Premises; and

WHEREAS, the Lease is for the preferred site from which the new AM radio station for InterMart will operate; and

WHEREAS, InterMart needs radio antennas to broadcast programs in the Atlanta market; and

WHEREAS, the proposed new tower will be constructed to accommodate additional demand and will reduce the need for other tall towers in the vicinity; and

WHEREAS, the Director of the Office of General Services has recommended that a Lease be entered into with InterMart for the benefit of the City; and

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WHEREAS, the term of the Lease will be initially ten (10) years and may be automatically renewed for up to two (2) successive five-year periods unless terminated by the City by written notice; and

WHEREAS, the execution of this Lease on the part of the City of Atlanta has been authorized by Resolution 04-R-1220 adopted by the City Council on July 19, 2004 and approved by the Mayor on July 22, 2004, a copy of which Resolution is attached hereto as Exhibit A.

THEREFORE, in consideration of the foregoing, for Ten (\$10.00) Dollars in good and valuable consideration the receipt of which is acknowledged and the mutual covenants herein contained, the parties hereto agree as follows:

1. **LEASE COMMENCEMENT.** The term of this Lease and payment of rent and other performances, in accordance with the terms of this Lease, shall be deemed to commence upon the completion of tower erection and installation of Lessee's equipment, or 90 days after FCC grant of a construction permit (which Lessee shall provide to Lessor), whichever date occurs first.

2. **DESCRIPTION OF THE LEASEHOLD.** Lessor hereby leases to Lessee and Lessee leases from Lessor, with a reasonable right of access thereto, real property suitable to accommodate Lessee's 365-foot guyed broadcasting tower and a building approximately 12' x 12' to house Lessee's transmitting, control and monitoring equipment. The location of said real property is 2065 Liddel Drive, Atlanta, Georgia 30335.

The aforementioned equipment shall be and remain Lessee's property, and are hereinafter referred to as "Lessee's Property". Lessee will be solely responsible for the installation of Lessee's Property, including all expenses associated with such installation. All of the property leased under this Paragraph 2 shall hereinafter be called "Leased Premises".

Lessee shall have reasonable right of access to its Tower and building (the "Tower Facilities"), at all times in emergency situations and whenever reasonably necessary for equipment maintenance, repair and remodeling purposes, provided such access is consistent with the needs of Lessor. Lessee shall have necessary rights of access to all other portions of the Leased Premises for equipment operations, maintenance, inspection, repair or remodeling.

3. **PERMITTED USES.** The Leased Premises may be used for (i) the transmission, reception and relay of radio broadcasting signals, (ii) the construction, alteration, maintenance, repair, replacement and relocation of AM Radio Tower Facilities, and (iii) activities related to any of the foregoing, including but not limited to, any type of operations in which the Federal Communications

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Commission ("FCC") may authorize radio licensees to engage. Such operations shall be conducted in accordance with the standards imposed by the FCC and any other governmental body with authority over such transmission and operations.

Subject to the rights elsewhere granted to Lessee in this Lease, Lessor shall have the right to use for itself or lease to others, in any manner that does not interfere with Lessee's usage, any remaining land around the Tower Site.

4. **TERM.** This Lease shall have an initial term of ten (10) years from the Commencement Date. The Lessor shall have the option of renewing the Lease for two (2) additional periods of five (5) years unless Lessee, at least ninety (90) days prior to the end of the applicable term, provides written notice of termination to Lessor. Lessor shall provide Lessee with written notice of its election not to renew this Lease not less than sixty (60) days prior to the expiration of the term of this lease including or any renewal period which is implemented.

5. **MONTHLY RENT.** On the Commencement date and thereafter on the first day of each month during the term of this Lease, Lessee shall pay to Lessor as Rent the amount of Two Thousand, Five Hundred Dollars (\$2,500.00), such payments to be made without any setoff or deduction whatsoever. If the Commencement Date or termination date is other than the first day of a calendar month, Lessee shall make a pro-rated payment of the monthly rent due. The rent stated herein shall be increased by 4% annually beginning with the second year and thereafter at the beginning of each additional year, including every year beyond the first ten-year term.

Unless otherwise specified herein, monthly monetary payments to be paid hereunder shall be paid monthly in the lawful currency of the United States of America and shall be paid in advance on the first day of each month during the term of this Lease by the Lessee by mailing payment to the Lessor at City of Atlanta, Chief Financial Officer, 68 Mitchell Street, SW, Suite 11000, Atlanta, Georgia 30303, or to such other person or address as Lessor may in writing direct.

In addition to the payments prescribed under this Section 5 of this Lease, Lessee shall pay for its own telephone lines and all electricity and other utilities used by Lessee in connection with the Leased Premises.

6. **AUTHORITY.** Lessor represents and warrants that it has the ownership and authority to enter into this Lease, and covenants and agrees that Lessee, upon paying the rents described herein and observing and keeping the covenants, agreements and stipulations of this Lease on Lessee's part to be observed and kept, shall lawfully, peaceably and quietly hold, occupy and enjoy the Leased Premises and all other rights and privileges granted herein, without hindrance, eviction or molestation by Lessor.

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Lessee also represents and warrants that it has the full corporate authority to enter into and perform this Lease. Lessee represents and warrants that prior to the commencement of this Lease it will have the necessary permits and/or licenses from the FCC and any other governmental authority required for Lessee's operations.

7. MAINTENANCE OF LEASED PREMISES AND LESSEE'S PROPERTY.

During the Term of this Lease, Lessee, at its own cost and expense, shall maintain and repair its tower and transmission equipment. Lessee shall install and maintain ice-shielding equipment on all guyed lines. All such maintenance shall be conducted by Lessee in accordance with good engineering standards and in conformity with the requirements of the FCC or any other body having jurisdiction over Lessee and its property, including, without limitation, any rules, regulations, procedures or guidelines of the FCC implementing the National Environment Policy Act of 1969, as amended from time to time, pertaining to electromagnetic or radio frequency radiation.

Lessee shall take all reasonable precautions to avoid interference or hindrance to and with the operations of Lessor. Lessee shall further construct its tower to meet all FCC regulations requiring equipment to suppress interference with other FCC licensed broadcasting equipment and equipment to avoid interference with consumer signal reception devices.

Lessor retains the right to inspect the property and equipment of Lessee upon giving reasonable notice to Lessee during the term of this Lease and to enter the Leased Premises for the purposes of inspection. In the event that Lessor, in its sole, but reasonable discretion, determines in good faith that Lessee has not maintained Lessee's Property and equipment in good order and repair according to industry standards or applicable building code requirements, and that such repairs are necessary for the safety of the Leased Premises, Lessor may, at its option, enter any portion of the Leased Premises and make such emergency repairs to the property as it deems reasonably necessary, and any amount expended by Lessor therefore shall be reimbursed to it by Lessee immediately upon presentation of a statement and shall be deemed additional rent hereunder.

With respect to the non-emergency repairs which Lessor, in its sole, but reasonable discretion, determines that Lessee should make to maintain Lessee's Property and equipment in good order, Lessor shall so notify Lessee in writing, specifying the maintenance and repairs required to be performed by Lessee. In the event that within ten (10) days following such written notice, Lessee shall not have performed such maintenance and repairs, Lessor may, at its sole option, make such repairs as it deems reasonably necessary and any amount expended by Lessor therefore shall be reimbursed to it by Lessee and shall be deemed additional rent. Lessor shall not be liable for inconvenience, disturbance, loss of business or the damage to Lessee by reason of repairing the property and equipment of Lessee which Lessee has failed to properly maintain.

At expiration or termination of this Lease, Lessee shall promptly surrender possession of the Leased Premises to Lessor in as good a condition as the same

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were received at the commencement of the term, reasonable wear and tear excepted.

8. IMPROVEMENTS; UTILITIES; ACCESS.

- a. Lessee shall have the right, at its expense, but with Lessor's cooperation, to install, construct and maintain Tower Facilities on the Leased Premises. Lessee shall have the right to modify, supplement, replace, upgrade or relocate the Tower Facilities within the Leased Premises at any time during the term of the Lease, including any extension relating thereto. All work by Lessee shall be performed in compliance with applicable laws and ordinances. Lessee is not authorized to contract for or on behalf of Lessor for work on, or for the furnishing of materials to the Leased Premises, and Lessee shall discharge, by payment, bond or otherwise and shall record such discharge with ten (10) days subsequent to the date of its receipt of notice thereof from Lessor, any mechanic's, laborer's or similar lien filed against the Leased Premises for work or materials claimed to have been furnished at the instance of Lessee.
- b. The Tower Facilities shall remain the exclusive property of Lessee, and Lessee shall have the right to remove all or any portion of the Tower Facilities at any time during the term of this Lease and following any termination of this Lease. Any property which is not removed by Lessee within fourteen (14) months after the expiration or earlier termination of this Lease shall, upon the expiration of said fourteen (14) months period, become the property of Lessor, and Lessee shall thereafter have no rights whatsoever with respect thereto; provided, however, that if Lessee shall fail to remove the Tower Facilities within the first twelve (12) months of the aforementioned fourteen (14) months period, then Lessor shall give written notice (expressly stating the date upon which the fourteen (14) month period will expire) of such failure both to Lessee and to any other party for which Lessee has given notice to Lessor of an address for removal notice. During any period of Lessee's exercise of its rights under this subsection, Lessee shall have, and Lessor hereby grants to Lessee, with respect to the Leased Premises, a temporary construction easement to use portions of Lessor's property reasonably necessary for the storage of materials and staging of construction. Lessee shall restore any disturbed property to a condition which is the same as or similar to its condition prior to disturbance, normal wear and tear excepted.
- c. Lessee shall, at Lessee's expense, keep and maintain the Leased Premises in commercially reasonable condition and repair during the term of the Lease. Upon termination of the Lease, Lessee will return the subject Premises and all improvements thereon not removed by Lessee in the same or better condition as on the Commencement Date, reasonable wear and tear excepted.

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- d. Lessor shall provide Lessee ingress and egress to and from the Leased Premises adequately to service the Premises, the Tower Facilities and all utility facilities serving the Leased Premises at all times during the term of the Lease applicable thereto. Lessee shall be entitled to twenty-four (24) hour, seven (7) days per week access to the Leased Premises, the Tower Facilities, and such utility facilities as Lessee may be authorized to erect.

9. **USE AND MAINTENANCE OF COMMON PREMISES.** Lessee shall have the right to use in common with Lessor and its licensees, invitees, and other tenants or users, and in connection with Lessee's permissible activities and operations, access road to Tower Site and equipment room and any parking lots and walkways constructed by Lessor at the Leased Premises.

10. **DEFAULT AND TERMINATION.** Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability to the terminating party, as follows:

- a. by Lessor if Lessee fails to cure a default for payment of amounts due under this Lease within fifteen (15) days after Lessee's receipt of written notice of default from Lessor.
- b. By Lessor if Lessee defaults under this Lease by failing to suppress interference with other FCC licensed broadcasting equipment or failing to suppress interference with consumer signal reception devices and fails to cure such default within thirty (30) days after written notice of such default is received from any person, corporation, governmental entity or Lessor. Upon the expiration of thirty (30) days after written notice of interference which default is not cured, Lessee shall have fifteen (15) days to cease broadcasting from the Tower Facilities.
- c. by either party if the other party defaults under this Lease (other than a default described in Section 10. a. or Section 10 b.) and fails to cure such default within thirty (30) days after written notice of such default is received by the defaulting party from the non-defaulting party;
- d. by Lessor or Lessee upon sixty (60) days written prior notice if Lessee is unable to obtain, maintain or otherwise forfeits or cancels any license, permit or Governmental Approval necessary for the construction or operation of the Tower Facilities or Lessee's actual or intended use of the Leased Premises under this Lease; or
- e. by Lessee upon (60) days prior written notice without further liability, if Lessee determines, in its reasonable discretion exercised in good faith, that based on interference with use of the Leased Premises resulting from the acts of any third party, an act of God, or from other natural forces.

Except as provided above, if Lessee defaults in the performance of any obligation and any such default shall continue for a period of thirty (30) days after written notice to Lessee, then Lessor may, at its option, terminate this Lease and declare all amounts due or to become due hereunder immediately due and payable and Lessor's agents and employees may after such period or at any time thereafter, re-enter the Leased Premises and remove all persons and property therein, without being liable to indictment, prosecution or damage therefore.

11. **TAXES.** Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Tower Facilities located on the Leased Premises. Lessor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. However, Lessee shall pay, as additional rent, its pro rata share of any increase in real property taxes levied against the Premises and which taxes Lessor is proposing to pay (excluding any additional taxes that relate to the period prior to the Commencement Date, i.e., roll-back taxes) which is directly attributable to Lessee's use of the Leased Premises, and Lessor agrees to furnish necessary and reasonable documentation evidencing the same.

12. **INSURANCE.** Lessee shall procure and maintain comprehensive public liability insurance, naming Lessor as an additional insured as its interests shall appear, covering all of the Lessee's operations and activities on the Leased Premises with limits of liability of not less than One Million Dollars (\$1,000,000.00). Certificates evidencing such insurance shall be furnished to Lessor upon its request.

13. **SUCCESSORS AND ASSIGNMENT.** All rights and liabilities herein given to or imposed upon the respective parties hereto shall, to the extent that such are assignable pursuant to the provisions of this Paragraph 14, extend to and bind the several and respective successors and assigns of the parties hereto.

This Agreement shall be binding upon and inure to the benefits of the parties and their respective successors and assigns. Lessor may assign or transfer this lease without the consent of Lessee, but shall notify Lessee within 30 days following any transfer or assignment. Lessee shall not assign this Lease and its other rights hereunder (including, without limitation, its right to renew) or sublet the Leased Premises or any portion thereof, to any person or business entity without first seeking approval from the Lessor, which approval shall not be unreasonably withheld.

13. **INDEMNIFICATION.** Lessee agrees to indemnify, hold harmless and defend Lessor against any claim for damages, losses, liabilities, costs or expenses, including reasonable attorney's fees arising (a) out of any breach by Lessee of its warranties, representations, or covenants under this Lease; (b) out of the use, management or occupancy of the Leased Premises by Lessee, its agents

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or invitees; (c) out of any acts, omissions, neglect or fault of Lessee, its agents, servants, employees, licensees or invitees; (d) out of failure of Lessee to comply with any laws, statutes, ordinances or regulations; (e) out of Lessee's failure to maintain equipment in proper working order; and (f) out of Lessee's failure to comply with any of the its other obligations under the terms of this Lease.

15. **GOVERNING LAW.** This Lease shall be governed and construed and enforced in accordance with the laws of the State of Georgia.

16. **NOTICES.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following address:

If to Lessor, to:

City of Atlanta
Department of Administrative Services
68 Mitchell Street, S.W. Suite 3250
Atlanta, Georgia 30335-0303
Attention: Commissioner

With a copy to:

City of Atlanta
Law Department
68 Mitchell Street, S.W. Suite 4100
Atlanta, Georgia 30335-0303
Attention: City Attorney

If to Lessee, to:

InterMart Broadcasting of Georgia, Inc.,
3434 SW 26th Place,
Cape Coral, FL 33914

17. **MISCELLANEOUS.**

- a. Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.
- b. Entire Agreement. This Lease shall constitute the entire and integrated agreement and understanding of the parties with respect to the Leased Premises that is the subject matter thereof and supersedes all offers, negotiations and other agreements, with

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respect thereto. There are no representations or understandings of any kind not set forth in this Lease. Any amendment to this Lease shall have no effect nor shall it be enforceable unless the Amendment is in writing and executed by both parties.

- c. Each party agrees to cooperate with the other in executing any documents necessary to protect its rights under this Lease.
- d. Severability. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
- b. Enforcement. The failure of the Lessor to enforce any of its rights under this Lease shall not constitute a waiver of the applicable provision hereunder and the Lessor reserves the right to enforce any right afforded hereunder at any time.
- c. Section Headings. The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement.
- d. Dispute Resolution. The parties shall endeavor to utilize alternative forms of dispute resolution, including but not limited to mediation or neutral evaluation to resolve all disputes and claims for damages relating in any way to the performance, interpretation, validity or breach of this Lease.
- e. Compliance with Laws, Licenses and Permits. The Lessee shall operate in material compliance with: (i) all applicable laws, rules, regulations, orders, writs, decrees and judgments (including, but not limited to, those of the FCC and any other federal, state agency or authority of competent jurisdiction and (ii) all valid local laws and all valid rules, regulations, orders, or other directives of the City of Atlanta issued pursuant to this Lease. The Lessee shall have the sole responsibility for obtaining all Governmental Approvals, permits, licenses and other forms of approval or authorization necessary to construct, install, operate, upgrade, repair, maintain and remove Tower Facilities or associated structures. However, Lessor makes no representation or warranty herein as to Lessee's ability to receive any such zoning exemptions, permits or other permissions to use the Leased Premises as contemplated herein. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Leased Premises.
- f. Non-Discrimination. Lessee agrees that, during the term of this Lease and any extensions thereof, it is bound by and will comply with the Equal Employment Opportunity (EEO) provisions and Equal Business Opportunity (EEO) provisions of Part Two of the Code of Ordinances of the City of Atlanta, as if said provisions were set forth

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at length in the body of this Lease, Lessee further agrees that it shall comply with the City of Atlanta's requirements for contractors with respect to First Source Jobs and Business non-discrimination.

- g. Effect of Agreement. This Lease shall not become binding upon Lessor, and Lessor shall incur no liability hereunder until approved as to form by the City Attorney, executed by the Mayor, sealed by the Municipal Clerk and delivered to the Lessee.

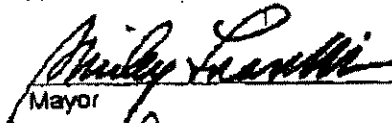
IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals, as of the day and year first written above.

CITY OF ATLANTA

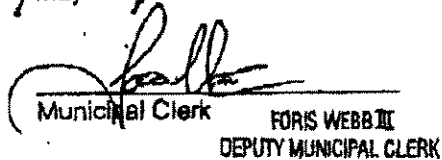
INTERMART BROADCASTING OF
GEORGIA, INC.

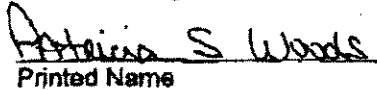
ATTEST

ATTEST

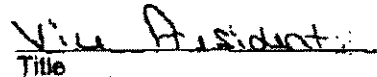

Mayor


Authorized Signature


Municipal Clerk FORIS WEBB III
DEPUTY MUNICIPAL CLERK

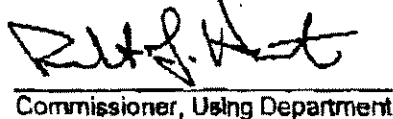

Printed Name


Chief Operating Officer


Title


Chief Procurement Officer


Corporate Secretary

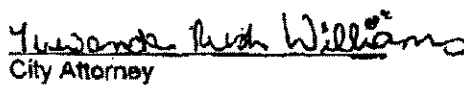

Commissioner, Using Department

AFFIX CORPORATE SEAL
HERETO:

Approved:


Chief Financial Officer

Approved as to Form:


St. Asst. City Attorney

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CITY COUNCIL
ATLANTA, GEORGIA

04-R-1220

**A SUBSTITUTE RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

A SUBSTITUTE RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO APPROPRIATE CONTRACTUAL AGREEMENTS WITH INTERMART BROADCASTING OF GEORGIA, INC. FOR THE CONSTRUCTION OF A TOWER AND ELECTRONICS HUT AND LEASE OF REAL PROPERTY LOCATED AT 2065 LIDDEL DRIVE IN ATLANTA; DIRECTING THAT ALL REVENUE GENERATED BE DEPOSITED INTO FUND ACCOUNT CENTER 3PO2 462101 Q11W02CBQNAO TRUST FUND (CARE AND CONSERVE) /REVENUE/LAND LEASE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta is the owner of the property located at 2065 Liddel Drive in Atlanta, Georgia (hereinafter the "Property"); and

WHEREAS, the City of Atlanta's Watershed Management Department maintains the property at the aforementioned location as excess to its present needs; and

WHEREAS, InterMart Broadcasting of Georgia, Inc. ("InterMart") wishes to execute a Site Lease to erect an AM Radio Antenna and electronics hut on the Property; and

WHEREAS, the Site Lease is for the preferred site from which the new AM radio station for InterMart will operate; and

WHEREAS, InterMart needs radio antennas to broadcast programs in the Atlanta market; and

WHEREAS, the proposed new tower will be constructed to accommodate additional demand and will reduce the need for other tall towers in the vicinity; and

WHEREAS, the Commissioner of the Department of Watershed Management has recommended that a Site Lease be entered into with InterMart for the benefit of the City; and

WHEREAS, the term of the Site Lease will be initially ten (10) years and may be automatically renewed for up to two (2) successive five-year periods unless terminated by the City by written notice.

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NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

Section 1: That the Mayor be and is hereby authorized to execute appropriate contractual agreements with InterMart Broadcasting of Georgia, Inc. (the "Tenant") to lease the Property as shown on the attached site plan, and to allow for construction of appropriate buildings and structures as shown on the site plan; and

Section 2: That the Tenant's tower shall be constructed to meet all Federal Communications Commission ("FCC") regulations requiring equipment to suppress interference with other FCC licensed broadcasting equipment and equipment to avoid interference with consumer signal reception devices; and

Section 3: That the Site Lease, shall be for an initial term of ten (10) years commencing on the date of the agreement.

Section 4: That in the event that the Tenant is not in default during any term of the Site Lease, the City shall have the option to renew such Site Lease for two (2) successive five-year renewal periods, not to exceed a total cumulative period of twenty years. The base monthly rental rate shall be \$2,500; provided, however, that this rental rate shall be increased annually by 4% every year after the first year.

Section 5: That an appropriate contractual agreement or agreements shall be prepared for execution by the Mayor, to be approved by the City Attorney as to form.

Section 6: That all revenue generated shall be deposited into the land lease revenue trust fund, account number 3P02 46211 Q11W02CBQNAO (CARE/CONSERVE TRUST FUND-REVENUE/LAND LEASE).

Section 7: That such contractual agreement or agreements shall not become binding on the City, and the City shall not incur any liability upon the same until such agreement or agreements have been approved as to form by the City Attorney, executed by the Mayor, sealed by the Municipal Clerk and delivered to the contracting party.

A true copy

Ronald Daphin Johnson
Municipal Clerk, CNC

ADOPTED as amended by the Council
APPROVED by the Mayor

JUL 19, 2004
JUL 22, 2004

A handwritten signature, possibly "P", in the bottom right corner of the page.

EXHIBIT B

CITY COUNCIL
ATLANTA, GEORGIA

06-R -1032

A RESOLUTION**BY COUNCILMEMBERS MARY NORWOOD AND ANNE FAUVER**

A RESOLUTION GIVING CONSENT AND APPROVAL FOR THE ASSIGNMENT BY INTERMART BROADCASTING OF GEORGIA, INC. (HEREINAFTER, "INTERMART") TO JW BROADCASTING, INC. (HEREINAFTER, "JW, INC.") OF ITS INTEREST IN THAT CERTAIN LEASE AGREEMENT, DATED OCTOBER 7, 2004, BETWEEN THE CITY OF ATLANTA (HEREINAFTER, "CITY") AS LESSOR AND INTERMART, AS LESSEE; AUTHORIZING THE MAYOR TO EXECUTE AN APPROPRIATE INSTRUMENT EVIDENCING SUCH CONSENT AND APPROVAL ON BEHALF OF THE CITY, AND TO EXECUTE A LEASE AMENDMENT TO REFLECT THE ASSIGNMENT; AND FOR OTHER PURPOSES.

WHEREAS, the City and Intermart are parties to a Lease Agreement dated October 7, 2004 ("Lease Agreement") attached hereto, under which Intermart leases certain facilities located on a portion of City property at 2061 Liddell Drive, Atlanta, Georgia 30324, including a radio antenna tower and maintenance building, as more particularly described in the Lease Agreement ("Tower Facilities"); and

WHEREAS, Intermart desires to assign its leasehold interest to JW Inc. under the Lease Agreement, who is ready, willing and able to assume the obligations thereunder in full, as a result of a proposed sale of Intermart's to JW Inc.; and

WHEREAS, the Lease Agreement requires formal consent by the City to the assignment, which may not be unreasonably withheld, and Intermart has requested such consent, and the Department of Watershed Management finds no basis for denying such consent, as hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA that formal consent and approval be and hereby is given for the assignment by Intermart Broadcasting of Georgia, Inc. ("Intermart") to JW Broadcasting, Inc. ("JW, Inc.") of the said Lease Agreement dated October 7, 2004, by and between the City of Atlanta ("City") and Intermart ("Assignment"), and that the Mayor be and she hereby is authorized to execute on behalf of the City of Atlanta an appropriate instrument evidencing such consent and approval.

BE IT FURTHER RESOLVED that the consent and approval of the Assignment is contingent upon the finalization and completion of the sale of the Tower Facilities from Intermart to JW, Inc. and receipt of required governmental approvals including but not limited to Federal Communication Commission approvals and such consent and approval shall be withdrawn and rendered moot in the event that the sale is abandoned. The consent and approval of the Assignment is further contingent upon JW, Inc. assuming all obligations of Intermart under the Lease Agreement. No assignment documents, as described below, shall be executed by the City, unless and until such time that reasonable evidence of the completion of the Purchase is provided to the City.



BE IT FURTHER RESOLVED that the City Attorney be and hereby is directed to prepare an appropriate instrumentation, including an amendment to the Lease Agreement, to evidence said consent and approval and effectuate said Lease Agreement assignment, for execution by the Mayor, to be approved as to form by the City Attorney.

BE IT FINALLY RESOLVED that said lease amendment and necessary documentation shall not become binding upon the City of Atlanta, and the City shall incur no liability nor obligation thereunder until the same have been signed by the Mayor and delivered to Intermart and JW, Inc.



CITY OF ATLANTA

SHIRLEY FRANKLIN
MAYOR

55 TRINITY AVENUE, S.W. • SUITE 5400 • SOUTH BUILDING
ATLANTA, GEORGIA 30303-0310
Office: (404) 330-6081 • Fax: (404) 658-7194

DEPARTMENT OF
WATERSHED MANAGEMENT
ROBERT J. HUNTER
Commissioner

May 17, 2006

JW Broadcasting, Inc.
Suite 610
1100 Spring Street
Atlanta, GA 30309

Re: Land Lease (the "Lease") dated October 7, 2004 between City of Atlanta, Georgia as Landlord (the "Landlord") and InterMart Broadcasting of Georgia, Inc. as Tenant (the "Tenant") covering that certain property commonly known as 2065 Liddel Drive, Atlanta, Fulton County, Georgia (the "Leased Premises")

Ladies and Gentlemen:

In order to induce JW Broadcasting, Inc. (the "Purchaser") to take an assignment of the Tenant's interest in the Lease and the Leased Premises, the Landlord hereby certifies as follows:

1. The Landlord is the sole owner of all of the Landlord's interest in the Lease and the Leased Premises.
2. A full and complete copy of the Lease is attached to Atlanta City Council Resolution 06-R-1038 giving consent and approval for assignment of the Lease from Tenant to Purchaser adopted by the Atlanta City Council on May 1, 2006. The Lease constitutes the entire agreement (both written and oral) between the Landlord and the Tenant with respect to the Leased Premises and has not been modified or amended in any way.
3. The Lease is presently in full force and effect as of the date of this certificate.
4. The Landlord has neither given to nor received from the Tenant any notice to terminate the Lease.
5. The term of the Lease commenced on November 17, 2004 and expires on November 17, 2014. In accordance with the terms of Section 4 of the Lease, the Landlord has the right to extend the term for two (2) additional periods of five (5) years each.

6. To Landlord's knowledge, there does not exist on the part of either the Landlord or the Tenant any default or breach under the Lease, or any event or condition which upon passage of time or notice or both would become a default or breach, as of the date of this letter.
7. The present monthly rental due and payable under the Lease is \$2,600.00, and such monthly rental has been paid to the Landlord through May 31, 2006. The Tenant has not paid any rent more than one (1) month in advance of its due date.
8. The Landlord is not holding any security deposit under the Lease or otherwise.
9. Under the Paragraph 11 of the Lease, Tenant is responsible for its pro rata share of any increase in real property taxes levied against the Premises. The City of Atlanta property, including the property subject to the Lease is tax exempt. Accordingly, Tenant has not been assessed for any such payment and does not owe any taxes under the Lease.
10. The Department of Watershed Management of the City of Atlanta is responsible for managing the Leased Premises on behalf of the City of Atlanta. This Estoppel Letter is delivered by the Department of Watershed Management on behalf of the Landlord with the understanding that it will be relied upon by Purchaser in so taking an assignment of the Tenant's interest in the Lease and the Leased Premises.

The person signing this letter on behalf of the Landlord hereby assures the Purchaser that the Purchaser may rely on this Estoppel Letter and that he or she has been duly authorized to execute and deliver this certificate in the Landlord's name.

Sincerely,

**CITY OF ATLANTA, GEORGIA
DEPARTMENT OF WATERSHED MANAGEMENT**

By: Joseph J. Barista - FOR ROB HUNTER

Title: DEPUTY COMMISSIONER (ACTING COMMISSIONER)

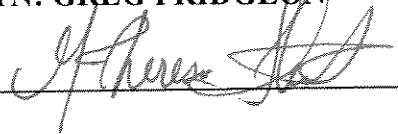
Date: MAY 17, 2006

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Legislative Counsel (Signature): M. Theresa Stewart



Contact Number: x6887

Originating Department: Law Department



Committee(s) of Purview: City Utilities

Council Deadline: August 20, 2007

Anticipated Committee Meeting Date(s): August 28, 2007

Anticipated Full Council Date: September 4, 2007

Chief Procurement Officer Signature: N/A

CAPTION

**A RESOLUTION
BY CITY UTILITIES COMMITTEE**

A RESOLUTION TO PROVIDE NOTICE TO THE LESSEE INTERMART BROADCASTING OF GEORGIA AND SUBLESSEE J.W. BROADCASTING, INC. OF THE INTENT OF THE CITY OF ATLANTA TO NOT RENEW THE LAND LEASE AGREEMENT DATED OCTOBER 7, 2004 FOR THE LEASE OF REAL PROPERTY LOCATED AT 2065 LIDDELL DRIVE IN THE CITY OF ATLANTA; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT (if any):

Mayor's Staff Only

Received by CPO: _____
(date)

Received by LC from CPO: _____
(date)

Received by Mayor's Office: 8/24/07 N.J.
(date)

Reviewed by: [Signature]
(date)

Submitted to Council: _____
(date)